

PERSONAL SERVICE CONTRACT
State Term Schedule No. 533808-0
Contract Number 07-450

This Contract is between the **Office of the Ohio Secretary of State** (hereinafter the "Secretary"), located at 180 E. Broad Street, 16th Floor, Columbus, Ohio 43215, and **Govtech Solutions, LLC.** (hereinafter the "Contractor"), an Ohio limited liability company, located at 302 North Cleveland-Massillon Road, Akron, Ohio 44333.

Article I. STATEMENT OF WORK

- 1.01 Engagement.** Secretary hereby retains Contractor to assist in Secretary staff finalizing Secretary's Election Night Web-based system and Contractor hereby accepts such retention by Secretary.
- 1.02** Contractor shall complete the following work:
- a) Add code to turn on a general election
 - b) Expand system to handle more than ten (10) statewide issues
 - c) Ensure all races are calculated in the same manner
 - d) Ensure CMC tool is pointing to production
 - e) Diagnose and optimize performance of web pages
 - f) Provide eight (8) hours of technical support Election day (November 7th), during times specified by Secretary's staff
 - h) Document the website programming and review/train Secretary staff
- 1.03** Secretary is responsible for any hardware purchases required to meet Contractor recommendation for system optimization and that the cost of such hardware is not included in this Contract.
- 1.04** Contractor shall also deliver, assign, transfer and convey to the State all rights, title and interest to all documents, data, materials, information and other materials and property prepared or developed or created under or in connection with this Contract as described in this Article I (the "Deliverable").
- 1.05** Contractor shall furnish professional services in accordance with industry standards necessary for satisfactory performance and pursuant to the time-table established by Secretary, as referred to in Article II.
- 1.06** Contractor shall furnish his own support staff necessary for the satisfactory performance of the work hereunder.
- 1.07** Secretary may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Contract. Unless specifically defined herein, Contractor makes

no guarantee that any such instructions or requests will be fulfilled.

- 1.08** Contractor shall consult with the personnel of Secretary and other appropriate persons, agencies and instrumentalities as necessary to assure understanding of the work and timely and satisfactory completion thereof.

Article II. TERM

- 2.01** This Contract is effective as of the 12th day of September, 2006. This Contract will automatically expire on November 15, 2006. Unless this Contract is terminated or expires without renewal, it will remain in effect until the Services are completed to the satisfaction of Secretary and Contractor is paid. Satisfaction of Secretary shall be judged on a reasonable standard. The current General Assembly cannot commit a future General Assembly to an expenditure. Secretary, however, may renew this Contract in the next biennium by issuing written or electronic notice to Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Services continues.

- 2.02 Timeliness of Performance.** Contractor understands that prompt performance of all services hereunder is required by Secretary in order to meet its schedules and commitments. In the event that any unanticipated or actual delays in meeting Secretary's deadlines or scheduled completion dates are caused by the unacceptable performance of any Contractor employee or any other cause within the reasonable control of Contractor, Contractor shall provide additional temporary personnel, as requested by Secretary and at no charge to Secretary, in order to complete the assignment involved in a timely manner. Neither party, however, shall be responsible for any delays that are not due to such party's fault or negligence or that could not have reasonably been foreseen or provided against.

Article III. CERTIFICATION OF FUNDS

- 3.01** It is expressly understood by the parties that none of the rights, duties or obligations described in this Contract shall be binding on either party until all statutory provisions under the Ohio Revised Code, including but not limited to Section 126.07 of the Ohio Revised Code, have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies, and when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that federal funds are used, until such time that Secretary gives Contractor written notice that such funds have been made available to Secretary, by Secretary's funding source.

Article IV. COMPENSATION

4.01 In consideration for the promises and performance of Contractor as set forth herein, Secretary agrees to:

- (a) Pay Contractor, upon submission of appropriately detailed and accurate invoices for services performed by Contractor in accordance with Article I of this Contract as follows:

Labor Category	Hourly Rate	Hours	Total
Web-based Election Night Project Finalization			
Project Manager II	\$147.20	3	\$441.60
Application Developer I - Senior	\$147.20	32	\$4,710.40
Oracle Architect I	\$147.20	4	\$588.80
Microsoft Systems Engineer I	\$147.20	4	\$588.80
Project Total		43	\$6,329.60

Labor Category	Hourly Rate	Hours	Total
Onsite Support November 7, 2006			
Microsoft Systems Engineer I	\$147.20	8	\$1,177.60
Project Total		8	\$1,177.60

Labor Category	Hourly Rate	Hours	Total
Remote Support November 7, 2006			
Technical Trainer II	\$115.00	Rate to be charged only if exceeds eight hours on November 7 th	

Labor Category	Hourly Rate	Hours	Total
Election Night Knowledge Transfer			
Project Manager II	\$147.20	2	\$294.40
Application Developer I - Senior	\$147.20	8	\$1,177.60
Microsoft Systems Engineer I	\$147.20	4	\$588.80
Technical Trainer II	\$115.00	4	\$460.00
Project Total		18	\$2,520.80

- (b) In no event shall the total cost to Secretary under this contract for goods delivered and services performed as detailed in Article I exceed TEN THOUSAND TWENTY EIGHT DOLLARS AND 00/100 CENTS (\$10,028.00).

- 4.02 Any Deliverables shall be accompanied by a proper and appropriately detailed and accurate invoice for services performed and expenses incurred.
- 4.03 An invoice is not proper if it contains a defect or impropriety. A proper invoice shall include, but is not limited to, the identification of a purchase number, the date of service and the service provided. Secretary shall notify Contractor within ten (10) days, in writing, of the defect or impropriety and provide any information necessary to correct the defect or impropriety.
- 4.04 Contractor shall first forward all Invoices and Deliverables to Dilip Mehta, Chief Financial Officer, for review and approval at payables@sos.state.oh.us or the following location:

Secretary of State of Ohio
Attn: Accounts Payable
P.O. Box 16366
Columbus, Ohio 43216

- 4.05 The Invoices and Deliverables shall thereafter be forwarded for final payment to Dilip Mehta, Chief Financial Officer, who is located at the 17th Floor at the same address in Article 4.04.
- 4.06 Upon submission of an appropriately detailed and accurate invoice, the Secretary shall pay such invoice within thirty (30) calendar days of receipt of the same. The Secretary shall pay all invoices via electronic funds transfer (EFT) to the Contractor's account as provided by the Contractor
- 4.07 Section 126.30 of the Ohio Revised Code is applicable to this Contract and requires payment of interest on overdue payments. The interest rate shall be at the rate per calendar month, which equals one twelfth of the rate per annum prescribed in Section 5703.47 of the Ohio Revised Code.
- 4.08 Unless expressly provided for elsewhere in this Contract, Contractor shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Contract.
- 4.09 Secretary is exempt from any sales, use, excise and property tax. To the extent sales, use, excise or any similar tax is imposed on Contractor in connection with the Services, such will be the sole and exclusive responsibility of Contractor, and Contractor will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the services are rendered or a later time.

Article V. RELATED CONTRACTS

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- 5.01 The Contractor shall not enter into other subcontracts for the performance of work for this agreement without prior written approval by the Secretary, which approval shall not be unreasonably withheld or conditioned, nor unduly delayed. All work subcontracted shall be at the expense of the Contractor. All subcontractors are required to complete a Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization form prior to the commencement of work. However subcontractors shall undergo a successful background check comparable to other employees of this project.

Article VI. CONFLICTS OF INTEREST

- 6.01 No personnel of Contractor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.
- 6.02 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Contract, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Secretary in writing. Thereafter, he or she shall not participate in any action affecting the work under this Contract, unless Secretary shall determine that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Article VII. RIGHTS, IN DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 7.01 To the extent the Services performed by Contractor under this Agreement result in the creation of a tangible Deliverable(s) and/or Report(s), or the Deliverable(s) and/or Report(s) otherwise constitutes an intellectual property right, the Services shall be deemed a “**work made for hire**” as that term is defined under U.S. Copyright Law, and the Deliverables and/or Property developed pursuant to the terms of this Agreement are the sole and exclusive property of Secretary and may be used by it and its subsidiaries and Affiliates in any manner they choose.
- 7.02 Any Deliverables provided by Contractor under Article II shall become the property of Secretary. Secretary shall have an unrestricted right to reproduce, distribute, modify, maintain and use any Deliverables, and Contractor shall not obtain copyright, patent or other proprietary protection for any Deliverables. The Deliverables shall constitute **WORK MADE FOR HIRE** with respect to any

copyright, patents, trade secrets, trademarks and other proprietary rights Contractor may have in any Deliverables. Contractor relinquishes any and all copyrights, privileges and proprietary rights to any Deliverables. Contractor shall not include in any Deliverable any copyrighted matter, unless the copyright owner and any person, agency or instrumentality providing financial assistance to the work hereunder gives prior written or electronic approval to use such copyrighted matter in the manner provided herein.

- 7.03** Neither Contractor nor any of Contractor's employees, agents, subcontractors or assignees shall make a disclosure for the purpose of securing a patent or other proprietary interest in the United States or any other country for any of the Deliverables unless such disclosure is approved in writing by Secretary prior to application for the patent. In the event that such patent or other proprietary interest is obtained, Contractor shall, at the request of Secretary, provide Secretary written or electronic authorization for Secretary and any other person, agency, or instrumentality contributing financial support to the work contemplated hereunder to make use of the subject of the said patent or other proprietary interest disclosure without payment thereof.
- 7.04** Contractor acknowledges that Secretary may make any Deliverables freely available to the general public.

Article VIII. CONFIDENTIALITY

- 8.01** Secretary may disclose to Contractor written material or oral or other information that Secretary treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation Secretary delivers to Contractor will remain with Secretary. Contractor agrees to treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with Secretary, or individuals or organizations about whom Secretary keeps information. By way of example and by no means by way of limitation, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. Such also includes police and investigative records, files containing personal information about individuals or employees of Secretary, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.
- 8.02** Contractor agrees not to disclose any Confidential Information to third parties and

to use it solely to do the Services. Contractor will restrict circulation of Confidential Information within its organization and then only to people in Contractor's organization that have a need to know the Confidential Information to do the Services. Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent or accidental, unless otherwise provided below.

- 8.03** Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite Contractor's exercise of at least the same degree of care as it normally takes to preserve and safeguard its own secrets, except when Contractor's procedures are not reasonable given the nature of the Confidential Information or where the disclosure nevertheless results in liability to Secretary.
- 8.04** Subject to Article X, Suspension and Termination, of this agreement, Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, Contractor will cause or have caused all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating obligations similar to those in this section.
- 8.05** Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) was already in Contractor's possession prior to disclosure by Secretary, and such was received by Contractor without obligation of confidence; (2) is independently developed by Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by Contractor from a third party without an obligation of confidence; (5) is disclosed by Contractor with the written consent of Secretary; or (6) is released in accordance with a valid order of a court or governmental agency, provided that Contractor: (a) notifies Secretary of such order immediately upon receipt of the order, and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract
- 8.06** Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this Article.

Article IX. USE IN ADVERTISING OR MARKETING MATERIAL

- 9.01** Contractor shall not identify, without prior written or electronic approval, Secretary in any of Contractor's advertising or marketing material, sales presentations, or scholarly papers or presentations.

Article X.

SUSPENSION AND TERMINATION PROVISIONS

- 10.01** Secretary may terminate this Contract if Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceedings) has been filed by or against Contractor. Secretary may also terminate this Contract in the event that Contractor violates any law or regulation in doing the Services, or if it appears to Secretary that Contractor's performance is substantially endangered through no fault of Secretary. In any such case, the termination will be for cause, and Secretary's rights and remedies will be those identified below for termination for cause.
- 10.02** On written or electronic notice, Contractor will have thirty (30) days to cure any breach of its obligations under this Contract, provided the breach is curable. If Contractor fails to cure the breach within thirty (30) days after written or electronic notice or if the breach is not one that is curable, Secretary will have the right to terminate this Contract. Secretary may also terminate this Contract in the case of breaches that are cured within thirty (30) days but are persistent. "Persistent" in this context means that Secretary has notified Contractor in writing of Contractor's failure to meet any of its obligations three (3) times. After the third notice, Secretary may terminate this Contract without a cure period if Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than thirty (30) days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.
- 10.03** Secretary may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Services. If a third party is providing funding for the Services, Secretary may also terminate this Contract should that third party fail to release any Services funds.
- 10.04** The notice of termination, whether for cause or without cause, will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Services and take all steps necessary to minimize any costs Contractor will incur related to this Contract. Contractor will also immediately prepare a report and deliver it to Secretary. The report must detail the work completed at the date of termination, the percentage of the Services' completion, any costs incurred in doing the Services to that date, and any Deliverables completed or partially completed but not delivered to Secretary at the time of termination. Contractor will also deliver all the completed and partially completed Deliverables to Secretary with its report. But, if delivery in that manner would not be in Secretary's interest, then Contractor will propose a suitable alternative form of delivery.

- 10.05** If Secretary terminates this Contract for cause, it will be entitled to cover for the Services by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. Contractor will be liable to Secretary for all costs related to covering for the Services to the extent that such costs, when combined with payments already made to Contractor for the Services before termination, exceed the costs that Secretary would have incurred under this Contract. Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.
- 10.06** If the termination is for the convenience of Secretary, Contractor will be entitled to compensation for any work on the Services that Contractor has performed before the termination. Such compensation will be Contractor's exclusive remedy in the case of termination for convenience and will be available to Contractor only once Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by Secretary to be owing to Contractor. Secretary will make that determination based on the lesser of the percentage of the Services completed or the hours of work performed in relation to the estimated total hours required to perform the entire Services.
- 10.07** Secretary will have the option of suspending rather than terminating the Services where Secretary believes that doing so would better serve its interests. In the event of a suspension for the convenience of Secretary, Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Services rather than termination for cause, Contractor will not be entitled to any compensation for any work performed. If Secretary reinstates the Services after suspension for cause, rather than terminating this Contract after the suspension, Contractor may be entitled to compensation for work performed before the suspension, less any damage to Secretary resulting from Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to Secretary from the default or other event giving rise to the suspension.
- 10.08** In the case of a suspension for Secretary's convenience, the amount of compensation due to Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for Secretary's convenience. Contractor will not be entitled to compensation for any costs associated with a suspension for Secretary's convenience, but Contractor will immediately notify Secretary of any such costs and cooperate with Secretary in minimizing or eliminating them. No payment under this provision will be made to Contractor until Contractor submits a proper invoice.
- 10.09** Any notice of suspension, whether with or without cause, will be effective immediately on Contractor's receipt of the notice. And Contractor will prepare a report concerning the Services just as is required by this section in the case of termination. After suspension of the Services, Contractor will perform no work

without the consent of Secretary and will resume work only upon receipt of a written or electronic notice from Secretary to do so. In any case of suspension, Secretary retains it right to terminate this Contract rather than to continue the suspension or resume the Services. If the suspension is for the convenience of Secretary, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

- 10.10** Secretary will not suspend the Services for its convenience more than once during the term of this Contract, and any suspension for Secretary's convenience will not continue for more than thirty (30) calendar days. If Contractor does not receive notice to resume or terminate the Services within the thirty (30) day period, then this Contract will terminate automatically for Secretary's convenience at the end of the thirty (30) calendar day period.
- 10.11** Any default by Contractor or one of its subcontractors will be treated as a default by Contractor and all of its subcontractors. Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify Secretary for any liability to them. Each subcontractor will hold Secretary harmless for any damage caused to them from a suspension or termination. They will look solely to Contractor for any compensation to which they may be entitled.
- 10.12** Contractor may terminate this Contract for its convenience and without cause by giving Secretary a thirty (30) day notice of termination.

Article XI. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Contractor hereby warrants and represents to Secretary as follows:

- 11.01** Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its response or used to effect the sale to Secretary.

- 11.02 Each of Contractor's employees assigned to perform services under this Contract shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with this Contract.
- 11.03 Secretary shall receive free, good and clear title to all materials, deliverables and products developed under this Contract.
- 11.04 Contractor affirmatively represents and warrants to Secretary that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation and warranty is deemed to be false, the Contract shall be void *ab initio* as between the parties to this Contract, and any funds paid by Secretary hereunder shall be immediately repaid to Secretary, or an action for recovery may be immediately commenced by Secretary for recovery of said funds.

Article XII. INDEMNIFICATION

- 12.01 Contractor shall defend, indemnify, and hold Secretary harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Contractor's obligation to defend, indemnify, and hold Secretary harmless shall not be eliminated or reduced by any alleged concurrent Secretary negligence.

Article XIII. COMPLIANCE WITH LAW

- 13.01 Contractor agrees to comply with all applicable federal, state and local laws in the conduct of the work hereunder. Contractor accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions and any and all other taxes or payroll deductions required for all employees engaged by Contractor in the performance of the work authorized by this Contract. Secretary shall not be liable for any taxes under this Contract.

Article XIV. LIMITATION OF LIABILITY

- 14.01 IN NO EVENT SHALL SECRETARY BE LIABLE, IN LAW OR EQUITY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF

SECRETARY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SECRETARY'S AGGREGATE LIABILITY TO CONTRACTOR FOR ANY AND ALL MATTERS RELATED TO THIS AGREEMENT OR OTHERWISE EXCEED THE TOTAL OF PAYMENTS DUE AND OWING TO CONTRACTOR BY SECRETARY HEREUNDER. THE LIMITATIONS IN THIS ARTICLE APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF AGREEMENT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

Article XV. INSURANCE

- 15.01** Contractor shall procure and maintain for itself and its employees all insurance coverages as required by federal or state law, including workers' compensation insurance. Contractor also agrees to maintain One Million Dollars (\$1,000,000.00) combined single limit general liability insurance. Contractor shall furnish to Secretary a certificate of insurance evidencing such coverage and naming Secretary as additional insured. Said certificate shall include a provision whereby notice must be received by Secretary thirty (30) days prior to coverage cancellation by either Contractor or Insurer.
- 15.02** Contractor shall require the subcontractor to carry a fidelity bond covering Contractor and subcontractor, its officers and employees with a limit of not less than Fifty Thousand Dollars (\$50,000.00), underwritten by an insurer acceptable to Secretary. Contractor shall provide to Secretary a certificate of insurance evidencing such coverage which shall include a provision whereby notice must be received by Secretary thirty (30) days prior to cancellation by either Contractor or Insurer.
- 15.03** Any subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 15.04** Contractor shall furnish to Secretary copies of certificates of all required insurance within thirty (30) calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at Secretary's sole option, result in this Contract's termination.
- 15.05** By requiring insurance herein, Secretary does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to

Secretary in this Contract.

Article XVI. CHANGES OR MODIFICATIONS

16.01 Any changes or modifications to this Contract shall be made and agreed to by both parties, in writing, and in advance. No amendment or modification to this Contract shall be valid unless and until accepted and signed by the Assistant Secretary of State, Monty Lobb, or Secretary of State, J. Kenneth Blackwell. No other person has authority, express or implied, to accept any amendment or modification.

Article XVII. ASSIGNMENT

17.01 Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

Article XVIII. GOVERNING LAW

18.01 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio, without reference to the choice of law provisions thereof.

18.02 The parties hereto hereby consent to the exclusive jurisdiction and venue of the Ohio Court of Claims for any action that may be brought in connection with this Agreement other than a cross-claim for indemnification brought in response to a claim of infringement filed in another court. In the case of a cross-claim for indemnification, Contractor agrees to be subject to the jurisdiction and venue of the court in which the infringement claim is brought, provided that Secretary is also subject to jurisdiction and venue in that court.

Article XIX. COUNTERPARTS; TRANSMITTED COPIES

19.01 This Contract may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. To expedite the process of entering into this Contract, the parties acknowledge that Transmitted Copies of the Contract will be equivalent to original documents until such time as original documents are completely executed and delivered. "Transmitted Copies" will mean copies that are reproduced or transmitted via photocopy, facsimile or other process of complete and accurate reproduction and transmission.

Article XX. RELATIONSHIP OF PARTIES

20.01 The relationship between Contractor and Secretary under this Contract shall be

that of independent contractors. Nothing in this Contract shall be construed to create the relationship of employer and employee, a joint venture, a partnership, or association between Contractor and Secretary.

Article XXI. REPRESENTATIONS OF THE PARTIES

21.01 Each party to this Contract represents to the other party that it has full power and authority to enter into this Contract and the execution, delivery and performance of this Contract do not violate the terms of any other Contract to which it is a party; or any law or regulation to which it is subject.

Article XXII. CERTIFICATION OF COMPLIANCE WITH OHIO ETHICS AND ELECTION LAW REQUIREMENTS FOR NONCOMPETITIVE BID CONTRACTS

22.01 Contractor by signature on this Contract certifies that Contractor is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Laws as provided by Sections 102.03 and 102.04 of the Ohio Revised Code.

22.02 Contractor by signature on this Contract certifies that, as applicable to Contractor, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party, has made as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to Secretary of State of Ohio or to his campaign committees.

Article XXIII. MISCELLANEOUS

23.01 If any provision of this Contract is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect any other provision of this Contract

23.02 The parties agree that this Contract is for the benefit of the parties hereto and is not intended to confer any rights or benefits on any third party, including any employee, vendor, or customer of either party, and that there are no third party beneficiaries as to this Contract or any part or specific provision of this Contract.

23.03 Right to Hire. Unless specified otherwise in an addendum to or work agreement under this agreement, Contractor agrees that Secretary may discuss employment opportunities with Contractor Employees. Secretary shall have the right to hire said Employees without any compensation to Contractor. Secretary may hire the employee through any manner they deem appropriate including but not limited to hiring as a direct employee, contracting directly with the individual, contracting for the individual through another consulting firm, and the like. In the event Employees of Contractor accepts such and employment arrangement with Secretary, Contractor will release the employee to Secretary within ten (10)

business days. This includes waiving all rights under any non-compete, non-solicitation, or other contract clauses Contractor has with said Employees that may conflict with this right to hire.

- 23.04** This Contract shall be the complete and exclusive statement between the parties and shall supersede all proposals, oral or written, and all other communications between the parties related to the subject matter of this Contract, unless otherwise provided herein or amended and attached to this Contract.
- 23.05** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 23.06** The heading used in this Contract are for convenience only and will not control or affect the meaning or construction of the provisions of this Contract.
- 23.07** No waiver of any breach or of any of the terms or provisions of this Contract shall be, or be construed to be, a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 23.08** Any notices required or permitted by this Contract shall be sent by courier facsimile, or by registered or certified mail with return receipt requested. Notices shall be deemed given upon personal delivery to the addressee, or three days after the date of mailing if sent by registered or certified mail.

Notices to Secretary shall be sent to:

The Office of the Ohio Secretary of State
General Counsel
180 East Broad Street, 16th Floor
Columbus, Ohio 43215

Facsimile: (614) 466-5409

Notices to Contractor shall be sent to:

Govtech Solutions, LLC
302 North Cleveland-Massillon Road
Akron, Ohio 44333
Facsimile: (330) 665-3486

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates appearing below.

SECRETARY:

CONTRACTOR:

By: Monty Lobb
Monty Lobb

Title: Assistant Secretary of State

Date: 9/28/06

By: Chad

Title: President

Date: 9/26/06

34-1921588
FEDERAL TAX I.D. NUMBER